

INVITATION FOR BIDS (IFB)

DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES CABLE/SATELLITE TELEVISION FOR HAGERSTOWN COMPLEX

SOLICITATION NUMBER: DPSCS/ITCD 2009-07

Department of Public Safety and Correctional Services
INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION



Issue Date: September 29, 2008

NOTICE:

Prospective Bidders who have received this document from the Department of Public Safety and Correctional Services web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

Minority Business Enterprises are encouraged to respond to this solicitation

DPSCS/ITCD 2009-07

Department of Public Safety and Correctional Services
Cable/Satellite Television for Hagerstown Complex

Solicitation Number DPSCS/ITCD 2009-07

Notice to Vendors/Contractors

In order to help us improve the quality of State bid solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid. If you have chosen not to bid on this contract, please return this completed form to Muriel Shaw, fax # (410) 358-8671 or e-mail mshaw@dpscs.state.md.us.

1. If you have responded with a "No bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for bid is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive (Explain in Remarks Section)
- ☐ Bid requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS section.).
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or bid, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND
Invitation for Bids
DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
CABLE/SATELLITE TELEVISION FOR HAGERSTOWN COMPLEX

SOLICITATION NUMBER DPSCS/ITCD 2009-07

IFB Issue Date: September 29, 2008

IFB Issuing Office: Department of Public Safety and Correctional Services

Procurement Officer: Muriel Shaw
Office Phone: (410) 585-3116
Fax: (410) 358-8671
E-mail: mshaw@dpscs.state.md/us

Bids are to be sent to: Muriel Shaw
Director of Procurement Services -ITCD
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 211
Baltimore, MD 21215

Pre-Bid Conference: October 7, 2008 at 10:00 AM
Department of Public Safety and Correctional Services,
Roxbury Correctional Center, 18701 Roxbury Road,
Hagerstown, MD 21746.

Closing Date and Time: October 24, 2008, at 2:00 PM

Bid Opening: October 24, 2008, 2:30 P.M.
6776 Reisterstown Road, Suite 211
Baltimore, MD 21215

NOTE

Prospective Bidders who have received this document from the Department of Public Safety's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the IFB or other communications can be sent to them.

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SECTION 1. GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD) is soliciting bids for a Contractor to provide cable or satellite television service for the inmates at the Hagerstown Prison Complex which includes Maryland Correctional Institution (MCI) at 18601 Roxbury Road, Maryland Correctional Training Center (MCTC) at 18800 Roxbury Road and Roxbury Correctional Institution (RCI) at 18701 Roxbury Road) located off of route 65 south of Hagerstown, MD 21746.

1.2 ABBREVIATIONS AND DEFINITIONS

For the purposes of this IFB, the following abbreviations or terms have the meaning indicated below:

- a. Agency- Division of Correction (DOC).
- b. Bidder- An entity that submits a bid in response to this IFB.
- c. COMAR- Code of Maryland Regulations.
- d. Contract- The Contract attached to this IFB as Attachment A
- e. Contractor- Winning vendor.
- f. Contract Manager- The person/persons appointed by the State to administer the contract at MCI, MCTC and RCI. This person(s) shall be responsible for the supervision of the contractor's employees while on state property and to see that all terms of the contract are followed. This is the contact person(s) for the using agencies for questions, service or emergency. The Department's Contract Manager is identified in section 1.3
- g. DPSCS-Department of Public Safety and Correctional Services.
- h. EHU – Emergency Housing Unit
- i. Head-In – Broadcasting equipment (including amps, channel tuners, and filters)
- j. HED – Harold E. Donnell Building
- k. Issuing Office- Department of Public Safety and Correctional Services
- l. IFB-This Request for Bid for the Maryland Department of Public Safety and Correctional Services, Solicitation Number DPSCS/ITCD 2009-07 dated, September 30, 2008 including any amendments.
- m. Procurement Officer- The State representative responsible for this IFB for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Invitation for Bids is identified in section 1.4.
- n. PSC – Public Service Commission
- o. Using Agency - The Using Agency is the state department or facility in which the contractor is rendering services. In the case of the Hagerstown Prison Complex, there are three (3) "Using Agencies", Maryland Correctional Institution (MCI), Maryland Correctional Training Center (MCTC) and Roxbury Correctional Institution (RCI).
- p. WPDC – Western Program Development Center

1.3 ISSUING OFFICE/DEPARTMENT CONTRACT MANAGER

DPSCS is issuing this IFB. The Department Contract Manager for this contract is:

Rick Winebrenner,
Regional Maintenance Department
18601 Roxbury Road
Hagerstown, Maryland 21746
Phone: 240-420-1394
rwinebrenner@dpscs.state.md.us

DPSCS may change the Contract Manager at any time by written notice to the Contractors.

1.4 PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the address listed below:

Muriel Shaw
Department of Public Safety and Correctional Services
6776 Reisterstown Road, Suite 211
Baltimore, MD 21215
Telephone #: 410-585-3116
Fax #: 410-358-8671
E-mail: mshaw@dpscs.state.md.us

DPSCS may change the Procurement Officer at any time by written notice to the Contractors.

1.5 PRE-BID CONFERENCE

A Pre-bid Conference shall be held on October 7, 2008 beginning at 10:00 A.M. at Maryland Correctional Institution, Regional Maintenance Conference Room, 18701 Roxbury Road, Hagerstown, MD 21746. A site visit will immediately follow the pre-proposal conference. Additional site visit arrangements should be made by contacting Rick Winebrenner, Regional Maintenance Department at 240-420-1394. Attendance at the Pre-Bid Conference is not mandatory but all interested Bidders are encouraged to attend in order to facilitate better preparation of their bids.

A summary of the Pre- Bid Conference and all known questions and answers at that time shall be distributed, free of charge, to all prospective bidders known to have received a copy of this IFB.

In order to assure adequate seating and other accommodations at the pre-bid conference it is requested that by 4:00 PM on Monday, October 3, 2008 all potential bidders planning to attend return a Pre-Bid Conference Response Form or contact Muriel Shaw, (410) 585-3116 or e-mail: mshaw@dpscs.state.md.us with such notice. The Pre-Bid Conference Response Form is

included as Attachment F to this IFB. In addition, if there is need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least 5 days advance notice be provided. DPSCS shall make reasonable efforts to provide such special accommodation.

1.6 QUESTIONS

Written questions from prospective Bidders shall be accepted by the Procurement Officer prior to the pre-bid conference. As reasonably possible and appropriate, such questions shall be answered at the pre-bid conference. Questions may be submitted by mail, facsimile, or, preferably, by e-mail to the Procurement Officer. Questions, both oral and written, shall also be accepted from prospective Bidders attending the Pre-Bid Conference. As reasonably possible and appropriate, these questions shall be answered at the Pre-Bid conference.

Questions shall also be accepted subsequent to the Pre-Bid conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all potential Bidders, who are known to have received a copy of the IFB.

A summary of all questions and answers will be distributed to all vendors and will be posted on www.emarylandmarketplace.com and the Department's website (www.dpscs.state.md.us).

1.7 USE OF E-MARYLAND MARKETPLACE

"E-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS web site (www.dpscs.state.md.us) and other means for transmitting the IFB and associated materials, the solicitation and minutes of the pre-bid conference, Bidder questions and the Procurement Officer's responses, addenda and other solicitation related information will be provided via e-Maryland Marketplace (<https://ebidmarketplace.com/>). In order to receive a contract award, a vendor must be registered on eMM. eMM registration is free and made through the eMarylandMarketplace website cited above.

1.8 BID DUE DATE

One original and three (3) bound copies of each bid shall be received by the Procurement Officer, at the address listed in Section 1.4, no later than 2:00 P.M. (local time) on October 24, 2008 in order to be considered. Also provide a copy of the bid on CD (in MS WORD) and ensure that the CDs are labeled with the date, IFB title, IFB number, and Bidder's name. Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, bids or unsolicited amendments to bids arriving after the closing time and date shall not be considered. Bids delivered by facsimile or email shall not be considered.

1.9 DURATION OF OFFERS

Bids submitted in response to this IFB are irrevocable for 120 days following the bid due date. This period may be extended at the Procurement Officer's request only with the bidder's written agreement.

1.10 REVISIONS TO THE IFB

If it becomes necessary to revise this IFB before the due date for bids, amendments shall be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB.

Acknowledgment of receipt of all amendments to this IFB must accompany the bidder's Bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.11 CANCELLATION AND REJECTION OF BIDS

The State reserves the right to cancel this IFB, accept, or reject any and all bids, in whole or in part received in response to this IFB, or to waive or permit cure of minor irregularities in accordance with COMAR Regulation 21.06.02.

1.12 INCURRED EXPENSES

The State shall not be responsible for any costs incurred by a bidder in preparing and submitting a bid, or in performing any other activities relative to this solicitation.

1.13 PROTESTS/DISPUTES

Any protest or dispute related, respectively, to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies.)

1.14 TIE BIDS

Tie Bids are responsive bids from responsible bidders that are identical in price, terms, and conditions and which meet all the requirements and evaluation criteria set forth in the invitation for bids and will be processed in accordance with COMAR 21.05.02.14.

1.15 MULTIPLE OR ALTERNATIVE BIDS

A bidder may not submit more than one bid. Multiple and alternate bids shall not be accepted.

1.16 ACCESS TO PUBLIC RECORDS ACT NOTICE

A bidder should identify those portions of the bid it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Bidders are advised that, upon request for information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.17 BIDDER'S RESPONSIBILITIES

The State shall enter into a contractual agreement only with the selected bidder. The selected bidder shall be responsible for all services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the bid must be included in the bid.

1.18 MANDATORY CONTRACTUAL TERMS

By submitting a bid in response to this IFB, a bidder, if selected for award, shall be deemed to have accepted the terms of this IFB and the Contract (Attachment A).

1.19 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it shall be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential bidder complete registration prior to the due date for receipt of bids. A Bidders' failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

1.20 BID/PROPOSAL AFFIDAVIT

A completed Bid Affidavit must accompany all bids submitted by a bidder. A copy of this Affidavit is included as Attachment B of this IFB.

1.21 CONTRACT AFFIDAVIT

All bidders are advised that if a contract is awarded as a result of this solicitation, the successful bidder shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit need not be submitted with a bidder's bid but must be provided upon notice of contract award.

1.22 MINORITY BUSINESS ENTERPRISES (MBE)

A minority business enterprise subcontractor participation goal of 10% has been established for this solicitation. The contractor shall structure its awards of subcontractors under the contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this IFB.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.23 ARREARAGES

By submitting a response to this solicitation, the bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.24 PROCUREMENT METHOD

This contract shall be awarded in accordance with the Competitive Sealed Bidding process under Code of Maryland Regulations (COMAR) 21.05.02.

1.25 TERM OF CONTRACT

The contract resulting from this IFB will be for a five (5) year period beginning on December 15, 2008 and ending December 14, 2013. The cable/satellite system must be fully functional no later than February 17, 2009.

1.26 CONTRACT TYPE

The Contract resulting from this solicitation shall be an indefinite quantity, fixed unit price Contract in accordance with COMAR 21.06.03.06. The Contractor's unit pricing shall include all service costs including labor, travel, and overhead. Billing for services shall be submitted by the Contractor on a monthly basis and prorated as necessary.

1.27 BID OPENING AND RECORDING OF BIDS

Bids will be opened in accordance with the provisions of COMAR 2.05.02.11B. Specifically, the bids will be opened on November 14, 2008 at 2:30P.M. (local time) at 6776 Reisterstown Road, Suite 211, Baltimore, MD 21215.

Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

1.28 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible bidder whose headquarters, principal base of operations, or principle site that will primarily provide the services required under this IFB is in another state submits the most favorable bid price; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its residents.

1.29 NO BID STATEMENT

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors/Contractors” form, which includes their company information and the reason for not responding (i.e.; too busy, can not meet mandatory requirements, etc.).

1.30 AWARD BASIS

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable **evaluated** bid price (Attachment E) for providing the services specified in this IFB.

1.31 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Bidder shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as Attachment I and can also be downloaded at the following URL: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.32 FALSE STATEMENTS

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract, a person may not willfully:
 - 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 - 2. Make a false or fraudulent statement or representation of a material fact; or
 - 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years.

1.33 LIVING WAGE

A solicitation for services under a State Contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in Attachment H. If a Bidder fails to complete and submit the required documentation, the State may determine a Bidder to be not responsible under State law.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State Contract services valued at 50% or more of the total value of the Contract are performed in the Tier 1 Area. If State Contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$8.81 per hour. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 2 contract.

1.34 PROMPT PAYMENT TO SUBCONTRACTORS

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of

the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Bidder who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §29 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

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SECTION 2. SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

The Maryland Department of Public Safety and Correctional Services, Division of Correction, is soliciting bids for a contractor to provide all equipment, materials, parts and labor to install and provide cable or satellite television services to the Maryland Correctional Institution (MCI), Maryland Correctional Training Center (MCTC), and Roxbury Correctional Institution (RCI), together known as the Hagerstown Prison Complex in Hagerstown, Maryland. The State Prison Complex is located off route 65 south of Hagerstown, Maryland. The facilities range in age from twenty five (25) to seventy (70) years. The Hagerstown Prison Complex consists of three (3) medium security State Correctional facilities for adult male offenders.

- A. **The Maryland Correctional Institution (MCI)** is located at 18601 Roxbury Road, Hagerstown, Maryland. It is the oldest of the three (3) facilities. Completed around 1942, it is a medium security correctional facility which is currently housing approximately 1800 adult male offenders. The facility consists of the main prison structure, which has eight tiers of cells.

The Western Program Development Center (WPDC) area consists of three Quonset hut style buildings and the North Dorm housing unit. Both of these units are open or dorm style housing. Also under MCI is the Antietam Housing Unit. This is an all brick, two story building with 192 individual cells.

Currently there is TV cabling to all inmate housing and open dorms within MCI. The main building population receives the TV reception from the broadcasting equipment (amps, channel tuners and filters), defined as “head-in” equipment, that is located in the attic. The trunk cable that is located in the attic feeds the drops into each cell. Each of the units, North Dorm, WPDC and Antietam, has head-in equipment. Currently, these buildings are not cabled to the main building.

- B. **The Maryland Correctional Training Center (MCTC)** at 18800 Roxbury Road Hagerstown, Maryland, was built around 1965 and is a campus style medium security facility and currently houses approximately 2800 adult male offenders. The facility consist of seven (7) housing units with individual cells, three open housing units with individual cells, three open housing Quonset huts and a pre-release unit consisting of two units. Housing Units one (1) through six (6) are arranged side by side on the main compound. Housing Unit seven (7) is a newer unit built in 1992 and has 192 cells.

Television service to these buildings is fed through one antenna and head-in rack. All of Housing Units (one) 1 through (seven) 7 are currently cable ready. The pre-release buildings and three Quonset Huts receive signal from their own antennas mounted to the buildings. These buildings are currently cable ready to accept a cable or satellite signal, however are not cabled to the main compound head-in equipment.

- C. **The Roxbury Correctional Institution (RCI)** at 18701 Roxbury Road, Hagerstown, MD is the newest of the three facilities. Built in 1984 it is a campus style, medium security facility currently housing approximately 1800 adult male offenders.

The facility consists of five (5) housing units. Housing Units one (1) through four (4) are 192 cell units while Housing Unit five (5) is a 144 cell unit. Television service to all housing units is received by the head-in equipment rack located in the administration penthouse. The facility is cabled and ready to receive cable or satellite signal to all cells in each housing unit. There is no other housing unit attached to this facility.

2.2 REQUIREMENTS

- 2.2.1 The contractor shall be responsible for cable or satellite television service installation at each facility (MCI, MCTC and RCI) from the dish location to the facilities existing broadcasting equipment racks.
- 2.2.2 The contractor shall provide maintenance services on all equipment and associated parts and devices related to the systems. Cabling from the head-in equipment out to the institution shall be excluded from the contract. Only that equipment and cabling required to get signal to existing "head-in" equipment, including any trenching needed to bury cable for the purpose of tying buildings together, will be included in the contract amount.
- 2.2.3 The contractor shall keep records and cost separately for each institution, MCI, MCTC and RCI, for the term of the contract.
- 2.2.4 The contractor shall be responsible for repairs, replacement of parts and equipment and labor.
- 2.2.5 The contractor shall agree that all personnel are trained and they are directly employed and supervised by the contractor. Personnel assigned may not be removed from the performance of the contract except with the approval of the Contract manager.
- 2.2.6 Each of the contractor's personnel shall have no less than three (3) years experience in the installation and maintenance of cable or satellite TV systems.
- 2.2.7 Contractor shall perform all work during regular business hours. Regular business hours are Monday thru Friday 7:00 a.m. to 4:00 p.m. except State holidays.
- 2.2.8 If the using agency/agencies request services of the contractor after regular business hours, using agency/agencies agrees to pay contractor one and one halftime regular rate when services are rendered.
- 2.2.9. The Contractor shall respond to emergency service requests that are placed during regular business hours within twenty four (24) hours from the time the request was placed.

- 2.2.10 The Contractor shall have an existing maintenance facility with inventory parts.
- 2.2.11 The Contractor shall provide quality television programming to the inmate populations at MCI, MCTC, and RCI to include common areas such as administrative offices, custody offices, operations, control centers, and others determined by the agency/agencies. Service shall be continuous and uninterrupted 24 hours per day, 7 days per week.
- 2.2.12 The Contractor shall provide cable or satellite programming and reception at MCI, MCTC and RCI. The service shall include local station broadcasting as well as ten (10) additional channels / programming that have been selected by DPSCS.

A. ABC, CBS, NBC, FOX and PBS programming from local stations broadcasting from Hagerstown, Washington and Baltimore areas. Not to exceed eight (8) channels.

B. The channels/programming selected by DPSCS are as follows.

- i. Black Entertainment Television (BET)
- ii. Turner Network Television (TNT)
- iii. ESPN
- iv. ESPN II
- v. The Learning Channel (TLC)
- vi. American Movie Classic (AMC)
- vii. The Family Channel (TFC)
- viii. The History Channel
- ix. The Discovery Channel (DISC)
- x. National Geographic

2.2.13 CONTRACTOR'S RESPONSIBILITY:

A. The contractor is responsible, for all trenching, cable burial and the connection of buildings. Each of the three (3) facilities is designed differently and each has population variances. These differences may require the contractor to use different methods of connecting the facility to one service.

MCI: The contractor will determine a cost of tying the North Dorm, WPDC and Antietam Housing areas into the main building head-in and broadcasting from one service. Approximately 2,400 feet of buried cable is needed.

MCTC: Housing Units 1 through 7 are tied to one head-in rack located in the administration building. The Emergency Housing Unit (EHU) and the Harold E. Donnell Building (HED) pre-release units are located on a hill due west of the main compound. The contractor shall determine the cost of trenching and burying from the administration building to the EHU/HED buildings tying into the head-in racks. There is a distance of approximately 3,600 feet between MCTC and EHU.

RCI: There are no other buildings attached to this facility outside the

main compound, therefore only one service will be required. The Contractor shall be required to get a signal to the head-in rack located in the penthouse above administration.

At all of the facilities, MCI, MCTC and RCI, it shall be the Contractor's responsibility to supply parts, material, equipment and labor to get a cable or satellite signal to the head-in racks already in place.

B. During the duration of the contract, at no extra cost, the Contractor shall make any necessary adjustments or changes to equipment to ensure that the institutions are updated with any cable or satellite broadcasting changes.

C. Within the programming at MCI, MCTC and RCI, the Contractor shall provide one channel for institutional use and information which will provide text or bulletin board style information to the inmate population.

D. The Contractor shall comply with requests from either MCI, MCTC or RCI regarding changes in programming at no additional cost.

E. The Contractor shall call back within a four (4) hour time frame from receipt of a service request from any of the three (3) institutions.

2.2.14 STATE PROVIDED RESOURCES:

The State will provide the following:

A. There are 4,190 individual areas that need cable, including cells, common and administrative areas. The count per institution that needs cable are as follows:

AT MCI:

Main Building	802
North Dorm	127
Antietam H.U.	204
WPDC	207
Admin. Areas	10

TOTAL DROPS AT MCTC: 1,350

AT MCTC:

Housing Unit #1	212
#2	233
#3	184
#4	184
#5	244
#6	184
#7	204
Quonset Hut #1	68
#2	68
#3	68

Pre-Release EHU/HED	205
Admin. Areas	10

TOTAL DROPS: 1,864

AT RCI:

Housing Unit #1	204
#2	204
#3	204
#4	204
#5	150
Admin. Areas	10

TOTAL DROPS: 976

B. All inside cabling and cable outlets are already in place in each facility.

C. Each institution will provide an outside location for the satellite receiving equipment. Location will be based on contractor's recommendations.

2.3 MAINTENANCE AND CONDITION

The contractor will maintain all of the equipment installed under the terms of the contract.

The contractor will provide hardware upgrades, at no additional cost to the state, if the upgrades are necessary for the continued service from the Contractor.

2.4 TIMELINESS

Timeliness is paramount in the performance of the contract. The Contractor shall make every effort, barring events over which the Contractor has no control, to keep to the schedule.

2.5 INSURANCE REQUIREMENTS

The Contractor shall maintain general liability insurance with a minimum of \$300,000 of occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation accepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

2.6 CONTRACT KICK-OFF MEETING

A contract kick-off meeting shall be held within five (5) days of the Contractor's notification of contract award. The date and time of the kick-off meeting will be scheduled by the State's Contract Manager. The purpose of the kick-off meeting shall be to understand and communicate known requirements of the Contract. Required attendees at this meeting shall be the vendor, contract manager and the procurement officer. **Following the kick-off meeting, the Contractor will be provided a Notice to Proceed specifying the date on which services are to begin.**

2.7 END OF CONTRACT TRANSITION

At least 90 days prior to the end of the contract (either the base term without the renewal option being exercised, or after the option year) at a time requested by the State, the Contractor shall support end-of-contract transition efforts by preparing a report of any outstanding deliverables or tasks with appropriate status information. All costs associated with end-of-contract transition efforts should be included as part of the Contractor's overhead.

2.8 SECURITY REQUIREMENTS

Each person who is an employee or agent of the Contractor or a subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.

On-site Security requirement(s): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Contractor or a subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, and required to wear an identification card issued by the Agency. Weapons, drugs, tobacco, alcohol and other contraband are prohibited on the grounds of the institutions. All persons entering any of the facilities are subject to be searched.

The prospective contractor shall submit all additional information that may be requested in connection with the background checks. During the times that the contractor's employees are at the facilities, they shall be subject to the rules and procedures governing the facilities, including searches and items considered contraband. The contractor shall take immediate corrective action upon notice that an employee has violated rules or regulations, or that an employee's actions may adversely affect the facilities or the safety of staff, inmates or public.

- B. Further, the Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate the Contract for default.
- C. Upon both entering the site and leaving the site, State staff, or a correctional or police officer may search Contractor personnel and vehicle. Vehicle is subject to screening by drug detection dogs while on State property.
- D. At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: 1) being prepared to be escorted at all times, and 2) providing information for ID badge purposes and wearing the

ID badge on their person in a visual location at all times. 3) Vehicle shall never be left with the motor running, unlocked or with keys in the vehicle at anytime that the vehicle is unattended by driver.

- E. All tools, equipment and vehicles brought into the facilities shall be secured at all times. Vehicles will be kept locked when not being occupied. In the case of the contractor using pick-up trucks, there shall be nothing left unsecured in the bed. All side doors, side tool boxes, bed tool boxes, bed caps and utility boxes will be made secure and locking devices approved by each facility. All tools and equipment will be marked clearly with the name of the contractor. All tools, parts, equipment and other paraphernalia used by the contractor shall remain in direct control and possession of the contractor at all times. Failure to adhere to these requirements will be considered a breach of security and will result in actions deemed necessary by the administrations of MCI, MCTC and RCI.
- F. Smoking or use of tobacco products is prohibited on state property. Tobacco products or associated materials (matches, lighters, cigarette papers, etc.) are prohibited from entering the facilities.
- G. The Contract Manager shall be allowed a cell phone or pager, or both. Employees of the contractor will not be allowed a cell phone or pager while performing work inside the facilities. Failure to comply shall be grounds for termination or default.

2.9 HIRING AGREEMENT

By submitting a bid or proposal in response to this solicitation, the Bidder/Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (**Attachment G**). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten (10) business days following the receipt of notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified Maryland Temporary Cash Assistance recipients to fill job openings resulting from this procurement, in accordance with §13-224, State Finance and Procurement Article.

SECTION 3. BID FORMAT

The bidder shall submit the following documents as its bid package. A Tab as detailed below shall separate each section:

TAB A. TRANSMITTAL LETTER

A brief letter addressed to the Procurement Officer which contains the following:

- Name & Address of Bidder
- Name, Title and Telephone Number of Contact for Bidder
- Statement that bid is in response to Solicitation 2008-54
- Signature, Typed Name, and Title of an Individual Authorized to Commit Bidder to Bid
- Federal Employer Identification Number of the Firm, or; If a single individual, a Social Security Number
- Acceptance of all State IFB and contract terms and conditions
- Acknowledgement of all Addenda to this IFB

TAB B. TABLE OF CONTENTS

TAB C. REFERENCES

The bidder shall submit with the bid, a list of three (3) references to which cable or satellite television services of a similar size and scope have been rendered. The listing shall include the name and address of the organization used as a reference, description of the services rendered, date when services were rendered, a point of contact (POC) at the reference organization, a phone number and an email address for the POC.

TAB D. FINANCIAL STATEMENTS

The bidder must submit its complete audited financial statements, including all of the auditor's notes, for its last two fiscal years. If the bidder has not had its financial statements audited by an independent accounting firm, the Bidder must submit such un-audited financial statements as it has.

TAB E. BID FORM

See Attachment E for form

- Do not change or alter Attachment E, besides entering the requested amounts and information.
- Nothing may be entered on the Bid Form that alters or proposes conditions or contingencies on the prices or bid.
- All unit prices must be clearly typed with dollars and cents, rounded to the near cent (e.g. \$24.15).

- The Bid form is to be completed, signed and dated by an individual who is authorized to bind the bidder to all prices and discounts bid. Enter all information in the spaces provided and provide totals for each year (Years 1 through 5) and for the total evaluated bid price as shown on the Bid form.

TAB F. BID/PROPOSAL AFFIDAVIT (See Attachment B for form)

TAB G. LIVING WAGE AFFIDAVIT OF AGREEMENT (See Attachment H for form)

ATTACHMENTS

ATTACHMENT A, STATE'S CONTRACT, is provided with this IFB for informational purposes and is not required at the proposal submission time. The contract must be executed by the selected Bidder upon notification of contract award.

ATTACHMENT B, THE BID/PROPOSAL AFFIDAVIT, must be completed and submitted with the Bid.

ATTACHMENT C, THE CONTRACT AFFIDAVIT, is not required at bid submission time. It must be submitted by the selected Bidder at Contract Award time.

ATTACHMENT D, MBE PARTICIPATION INSTRUCTIONS, is provided with this IFB for informational purposes.

ATTACHMENT D-1, MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT, must be completed and submitted with the Bid.

ATTACHMENT D-2, MBE PARTICIPATION SCHEDULE, must be completed and submitted with the Bid.

ATTACHMENT D-3, MBE OUTREACH EFFORTS COMPLIANCE FORM, must be completed and submitted with the Bid.

ATTACHMENT D-4, SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT, must be submitted by contract awardee within 10 working days of notification of apparent award.

ATTACHMENT D-5, PRIME CONTRACTOR UNPAID MBE INVOICE REPORT, must be submitted monthly by contract awardee after contract commences.

ATTACHMENT D-6, SUBCONTRACTOR PAYMENT REPORT, must be submitted monthly by contract awardee after contract commences.

ATTACHMENT E, BID FORM, must be completed and submitted with the Bid.

ATTACHMENT F, PRE-BID CONFERENCE RESPONSE FORM, It is requested that this form be completed and submitted by those potential Bidders who plan on attending the pre-bid conference.

ATTACHMENT G, HIRING AGREEMENT, must be completed and submitted within ten days of being selected for Contract Award.

ATTACHMENT H, LIVING WAGE REQUIREMENTS/AFFIDAVIT OF AGREEMENT, must be completed and submitted with bid.

ATTACHMENT I, ELECTRONIC FUNDS TRANSFER, is provided with this IFB for informational purposes.

ATTACHMENT A CONTRACT

THIS CONTRACT is made this ____ day of _____ 2008 by and between and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, (herein know as the Agency) and _____ herein know as the (Contractor).

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

Except as provided otherwise in this Contract, terms used in this Contract and the IFB shall have the meanings provided in the IFB. In this Contract, the following words have the meanings indicated:

- 1.1 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.2 “Department” means the Maryland Department of Public Safety and Correctional Services.
- 1.3 “Procurement Officer” means Muriel Shaw
- 1.4 “IFB” means the Invitation for Bids 2009-07 dated September 29, 2008
- 1.5 “State” means the State of Maryland.

2. Scope of Work

- 2.1 The Contractor shall provide the services described in the Contractor’s bid and the IFB. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The IFB

Exhibit B - The Contractor’s Bid

Exhibit C - Contract Affidavit

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in

this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3** Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR 21.07.01.04, is obtained.

3. Time for Performance

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on or about December 15, 2008 and ending on December 14, 2013.

4. Consideration and Payment

- 4.1** The Contractor shall be paid no more than the following:
NOTE: THE COMPENSATION AMOUNT SHALL BE DERIVED FROM THE CONTRACTOR'S BID.
- 4.2** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3** Each invoice must reflect the Contractor's federal tax identification number, which is _____. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland are prohibited.
- 4.4** Each invoice must contain the following information:
1. Contract Number, DPSCS 2009-07
 2. The name of the referring Agent
 3. The business address of the referring Agent
 4. The Purchase Order Number and must be submitted to:

Accounts Payable
Maryland Department of Public Safety and Correctional Services
P.O. Box 5743
Pikesville MD 21282-5743

- 4.5** In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

5. Personnel

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

7. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer.

8. Insurance Requirements

The Contractor shall maintain general liability insurance with a minimum of \$300,000 of occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation accepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the

State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

14. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract

hereunder shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which as of the date of its bid or offer, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 13, and 15 through 28 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to its subcontractors.

26. Indemnification

- 26.1** The Contractor shall indemnify the State against liability for any claims, damages, loss, costs, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 26.2** The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

- 26.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 26.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

27. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

28. Security

- 28.1** Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents and subcontractor's employees and agents shall not violate Article 27, Section 138 of the Annotated Code of Maryland and such other security regulations of the Department about which they may be informed from time to time. The failure of any of the Contractor's or subcontractor's employees or agents comply with any provision of this Section 27 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.

29. Prompt Payment Requirements and MBE Compliance

29.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
- (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account;
- or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

29.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

29.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

- (b) This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

30. Administrative

- 30.1** Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager, Rick Winebrenner.
- 30.2** Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Muriel Shaw, Procurement Officer
 Department of Public Safety and Correctional Services
 6776 Reisterstown Road
 Baltimore, MD 21215

Phone: (410) 585-3119
 Fax: (410) 358-8671
 Email: mshaw@dpscs.state.md.us

If to the Contractor: (To be completed by Contractor)

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By:

Date

Witness:_____

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By:

Date

Witness:_____

Approved for form and legal

sufficiency this _____ day

of _____, 2008.

Assistant Attorney General

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT
--

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment

imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or

other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name:

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____.
(Authorized Representative and Affiant)

ATTACHMENT C CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____.

Address: _____.

City _____ State _____ Zip _____.

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Bid Affidavit dated _____, 200__, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____.

BY: _____
Signature

ATTACHMENT D MINORITY PARTICIPATION FORMS
--

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve a ten **(10) percent** minority business enterprise (MBE) subcontracting goal stated in the Request for Proposals. MBE performance shall be in accordance with this Attachment, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of 10% percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

- ◆ A prime contractor- including an MBE prime contractor- must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder or Offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the price and/or percentage of

contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.

◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (Attachment D-3)
- (2) Subcontractor Project Participation Statement (Attachment D-4)
- (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed documentation within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5)
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6)
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor shall retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsible or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in responses to Solicitation Number DPSCS 2009-07, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of ____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

5. In the solicitation of subcontract or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

MBE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
<hr/>	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
<hr/>	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %
TOTAL WOMEN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By (Please print or type):

Name: _____

Title: _____

ATTACHMENT D-2 CONT.

List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

ATTACHMENT D-3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the proposal or offer submitted in response to Solicitation Number DPSCS 2009-07, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities. (Item #2 on this form is optional for the initial solicitation phase.)
3. Bid/Offeror made the following attempts to personally contact the solicited MBEs:
4. Bid/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

_____ This project does not involve bonding requirements.

5. Bid/Offeror _____ DID _____ DID NOT attend the pre-proposal conference.

_____ No pre-proposal conference was held.

Bid/Offeror Name

Signature of Affiant

Address

Name, Title

Date

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that _____ is awarded the State contract in
 (Prime Contractor Name)
 conjunction with Solicitation Number 2009-07, it and _____,
 MDOT Certification No. _____, intend to enter into a contract by which Subcontractor

 (Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor.

 Prime Contractor Signature

 Subcontractor Signature

By: _____
 Name, Title and Phone Number

By: _____
 Name, Title and Phone Number

 Date

 Date

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers _____

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

Prime Contractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

1.

2.

3.

Total Amount Unpaid \$ _____

**** If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature _____
(Prime Contractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Dennis Smith, MBE Officer
MD Department of Public Safety & Correctional Services

Office of Minority Affairs
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

Rick Winebrenner
Department of Public Safety & Correctional Services
Hagerstown Prison Complex
18601 Roxbury Road
Hagerstown, MD 21746

ATTACHMENT D-6

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

SUBCONTRACTOR PAYMENT REPORT

To be Completed Monthly by MBE Subcontractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers _____

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

MBE Subcontractor Name _____

MDOT Certification # _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Services Provided _____

List all payments received from Prime Contractor in the preceding 30 days. List dates and amounts of any outstanding invoices.

1. _____
2. _____
3. _____

TOTAL DOLLARS PAID \$ _____

Prime Contractor Name _____

Signature _____
(Subcontractor)

1. _____
2. _____
3. _____

TOTAL DOLLARS UNPAID \$ _____

Contact Person _____

Date _____

Return one (1) copy of this form to each of the following addresses:

Dennis Smith, MBE Officer
MD Department of Public Safety & Correctional Services

Office of Minority Affairs
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

Rick Winebrenner
Department of Public Safety & Correctional Services
Hagerstown Prison Complex
18601 Roxbury Road
Hagerstown, MD 21746

ATTACHMENT E

BID FORM

Solicitation No. DPSCS IT&CD 2009-07

Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 FED ID#: _____
 E-MD ID #: _____
 Phone: _____
 E-Mail: _____
 Registered MBE: Yes ____ No ____

Instructions: The cost of the installation is to be spread out equally over five (5) years. Bidders are to enter installation charges for each facility in the Year 1, Year 2, Year 3, Year 4 and Year 5 columns. Service and Maintenance charges for each facility per year (monthly rate x 12) are to be entered into the Year 1, Year 2, Year 3, Year 4 and Year 5 columns. Totals for all five (5) Years to be entered and added to calculate the Evaluated Bid Price.	Year 1	Year 2	Year 3	Year 4	Year 5	Total for 5 years
	Installation charge for MCI	\$	\$	\$	\$	\$
	Installation charge for MCTC	\$	\$	\$	\$	\$
	Installation charge for RCI	\$	\$	\$	\$	\$
	Service and Maintenance for MCI (monthly rate x 12)	\$	\$	\$	\$	\$
	Service and Maintenance for MCTC (monthly rate x 12)	\$	\$	\$	\$	\$
	Service and Maintenance for RCI (monthly rate x 12)	\$	\$	\$	\$	\$
Yearly Totals	\$	\$	\$	\$	\$	
Evaluated Bid Price						\$

Note: The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable Evaluated Bid Price.

Authorized Representative Name/Title: _____

Authorized signature: _____ Date: _____

ATTACHMENT F

Project No. 2009-07

PRE-BID CONFERENCE RESPONSE FORM

A pre-bid conference shall be held at 10:00 AM, October 17, 2008 at the Maryland Correctional Institution, regional Maintenance Conference Room, 18701 Roxbury Road, Hagerstown MD 21746. Please return this form by October 13, 2008 advising whether or not you plan to attend. For directions to the meeting site, you may contact the Procurement Officer at (410) 585-3116.

Return this form to:

Muriel Shaw
Procurement Unit
6776 Reisterstown Road
Baltimore, MD 21215
Fax # 410-358-8671
E-Mail: mshaw@dpscs.state.md.us

Please indicate:

_____ Yes, the following representatives shall be in attendance:

1. _____
2. _____
3. _____

_____ No, we shall not be in attendance.

Signature

Title

Name of Company

Date

Phone

Email

ATTACHMENT G

**MARYLAND
DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This agreement (“Agreement”) is made and entered into by and between the Maryland Department of Human Resources (hereinafter referred to as DHR) and

_____ (hereinafter referred to as the CONTRACTOR). This “Agreement” has been developed pursuant to **Section 13-224, State Finance and Procurement Article, Annotated Code of Maryland**. This “Agreement” will be carried out by DHR and the Local Department (s) of Social Services (hereinafter referred to as the LOCAL DEPARTMENT) and the CONTRACTOR cognizant in support of contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the CONTRACTOR, DHR, and the LOCAL DEPARTMENT, when appropriate, have met and reviewed an inventory of job openings that exists or the CONTRACTOR is likely to fill during the term of the “Procurement Contract” at its various locations in the State of Maryland;

WHEREAS, the CONTRACTOR, DHR and the LOCAL DEPARTMENT, when appropriate, have met and reviewed the job descriptions, locations, and skill requirements for those positions;

WHEREAS, DHR and the LOCAL DEPARTMENT, when appropriate have identified and discussed with the CONTRACTOR the following services that DHR and the LOCAL DEPARTMENT can provide to the CONTRACTOR for its Workforce related needs:

Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;

Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;

Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;

Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;

Transportation subsidies for the employee for a period of time after employment;

Other Retention services including counseling on an as needed basis; and

Assistance with claiming tax credits for having hired Temporary Cash Assistance customers;

NOW THEREFORE, the CONTRACTOR and DHR agree to work cooperatively to develop responses to the workforce development requirements faced by the CONTRACTOR in the State of Maryland and to promote the hiring of DHR Temporary Cash Assistance customers by the CONTRACTOR.

Specifically, they agree as follows:

A. That the CONTRACTOR will:

1. Notify DHR of all job openings that exists or result from the “Procurement Contract” that the CONTRACTOR may have with an agency of the State of Maryland;
2. Declare DHR and the LOCAL DEPARTMENT the “first source” in identifying and hiring candidates for those openings;
3. Work with DHR and the LOCAL DEPARTMENT, as necessary and appropriate, to develop customized training programs which enable Temporary Cash Assistance customers to qualify for and secure the jobs;
4. Give preference and first consideration (to the extent permitted by law and given any existent labor agreements) to candidates the LOCAL DEPARTMENT refers, within three (3) working days to fill job openings, provided the candidates meet the qualifications specified;
5. Agree to consider filling a minimum of ____ of the job openings with LOCAL DEPARTMENT referred candidates, provided that the LOCAL DEPARTMENT refers qualified candidates within three (3) working days;
6. Provide the LOCAL DEPARTMENT with feedback regarding the disposition of all LOCAL DEPARTMENT referrals, to include an explanation of why any such candidate was not hired or considered qualified;
7. Provide the LOCAL DEPARTMENT with feedback regarding the progress and employment status of those candidates who are hired; and
8. Designate a specific contact person who will:
 - provide additional information regarding “first source” jobs and clarify their requirements,
 - receive LOCAL DEPARTMENT referrals, and

- provide feedback to a LOCAL DEPARTMENT account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the CONTRACTOR.

B. That DHR and the LOCAL DEPARTMENT will designate account representatives who will:

1. Process all the CONTRACTOR'S job notices in accordance with this "Agreement";
2. Refer screened and qualified candidates to the CONTRACTOR'S designated contact person;
3. Make referral in a timely manner, that is, within three (3) working days after receiving the CONTRACTOR'S job opening notices;
4. Assist in the development of any mutually agreed upon customized training and/or internship programs that will better prepare LOCAL DEPARTMENT candidates for employment with the CONTRACTOR;
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate;
6. Insure that the CONTRACTOR is advised of available subsidies and is assisted with the associated application/claiming processes; and
7. Report the CONTRACTOR to the cognizant State Procurement Agency if the CONTRACTOR does not fulfill its responsibilities as listed in Section A. of this "Agreement";
8. Review and evaluate the effectiveness of this undertaking with the CONTRACTOR and make modifications as necessary and appropriate.

DISCLAIMERS:

Nothing in this "Agreement" shall cause the CONTRACTOR, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

NON-DISCRIMINATION:

DHR and the CONTRACTOR agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

MARYLAND LAW PREVAILS

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

EFFECTIVE DATE:

This "Agreement" shall take effect on the date of the aforementioned "Procurement Contract"; and it shall remain in effect for the duration of the "Procurement Contract".

IN WITNESS, WHEREOF, the CONTRACTOR and DHR have affixed their signatures below:

FOR THE
CONTRACTOR

FOR THE
DEPARTMENT OF
HUMAN RESOURCES

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE

DATE

Approved as to form and Legal Sufficiency by the
DHR Attorney General's Office

ATTACHMENT H-LIVING WAGE REQUIREMENT&AFFIDAVIT OF AGREEMENT

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Contracts involving services needed for the following:
 - (A) Services with a Public Service Company;
 - (B) Services with a nonprofit organization;
 - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

ATTACHMENT H – LIVING WAGE AFFIDAVIT OF AGREEMENT

Maryland Living Wage Requirements-Service Contracts

Solicitation # DPSCS/ITCD 2009-07

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Attachment H (continued)

**Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts**

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Contractor.

Document Prepared By: (please print or type)

Name: _____ Title: _____

Submit This Affidavit with Bid/Proposal

END OF ATTACHMENT H

ATTACHMENT I – Electronic Funds Transfer (EFT) Registration Request Form

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

Taxpayer identification number:

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code) _____

ABA number

Account number

☐ Checking ☐ Money Market ☐ Savings

Account type

Format Desired: _____ **CCD+** _____ **CTX*** _____ **EDI*** (Check one.)

***Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.**

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

COT/GAD X-10

Transaction requested:

1. ____ Initiate all disbursements via EFT to the above account.
2. ____ Discontinue disbursements via EFT, effective _____
3. ____ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

***Name of registering business entity**

Signature of individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.

COT/GAD X-10